

**SECTION I  
GENERAL CONDITIONS**

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

**INSTRUCTIONS TO BIDDERS:**

**1. Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Bidder, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Bid:** A price and terms quote received in response to an IFB.

**Bidder:** Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

**City:** Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

**Change Order:** A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

**Contractor:** Successful Bidder or Bidder who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

**Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

**Contract Administrator:** The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Bidder, coordinate all work under the contract, assure consistency and quality of awarded Bidder's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

**Consultant:** Successful Bidder or Bidder who is awarded a contract to provide professional services to the City.

**First Ranked Bidder:** That Bidder, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**Invitation for Bids (IFB):** When the City is requesting bids from qualified Bidders.

**Bidder:** Person or firm submitting a proposal.

**Proposal:** A proposal received in response to an RFP.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

**Seller:** Successful Bidder or Bidder who is awarded a purchase order or contract to provide goods or services to the City.

**Successful Bidder:** means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

## **2. Cone of Silence**

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;

- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

- 2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

**3. Bid Forms**

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

**4. Sub-Contractors**

- 4.1 Sub-Contractors Terms  
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement  
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

**5. Qualifications of Bidders**

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.
- 5.4 Contractors shall be licensed to conduct business in the State of Florida to perform the required services.
- 5.5 Contractors shall have at least five (5) years of verifiable full-time experience in providing services similar to those specified herein, preferably with experience in a government setting. It may be necessary to produce evidence that Contractors have established a satisfactory record of performance for a reasonable period of time.
- 5.6 Contractor should have experience acquiring Maintenance of Traffic (MOT) permits approved by necessary agencies, such as Broward County, Florida Department of Transportation (FDOT), and the City.

**6. Specifications**

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 (Not Applicable) Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 (Not Applicable) If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

**7. Addendum**

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Procurement Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Procurement Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

**8. Prices Bid**

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.
- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

**9. Examination of Bid Documents**

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

**10. Modification and Withdrawal of Bids**

- 10.1 Bids may be modified or withdrawn **prior** to the due date for submitting electronic Bids. Bids may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.
- 10.3 If within twenty-four (24) hours after Bids are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

**11. Submission and Receipt of Bids**

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink.

**12. Acceptance or Rejection of Bids**

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.
- 12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Official prior to award of contract by the City of Coconut Creek.
- 12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.
- 12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

**13. Opening of Bids**

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

**14. Contractual Agreement**

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

**15. Taxes**

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**16. Estimated Quantities/Warranties of Usage**

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

**17. (Not applicable) Samples and Demonstrations**

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request.

Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

**18. Delivery**

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

**19. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**20. References**

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

**21. Costs Incurred by Bidders**

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

**22. Permits, Fees and Notices**

22.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

22.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

22.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

**23. Penalties for Misrepresentation**

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

**24. Restriction on Disclosure and Use of Data**

All Bids received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed

by law.

**25. Exceptions to the Bid**

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

**26. Cancellation for Unappropriated Funds**

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**27. Independent Contractor**

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**28. Job Site Safety**

The Successful Bidder shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Bidders failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Bidder is on City property and to ensure safety rules are not being violated.

**29. Occupational Health and Safety**

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
  - 1) The potential for fire, explosion, corrosiveness, and reactivity;
  - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

**ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.**

**30. Conflict of Interest**

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

**31. Indemnity/Hold Harmless**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, *Florida Statutes*, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

**32. Public Entity Crimes Statement**

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**33. Public Records**

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

**34. Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2)

or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**35. Collusion**

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**36. Audit Rights**

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

**37. Patents and Royalties**

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**38. Purchase by Other Governmental Agencies**

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**39. Assignment and Sub-Letting**

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

**40. Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

**41. Gratuities and Kickbacks**

41.1 **Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request,

influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

41.2 **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

41.3 **Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

#### **42. Protest Process**

Any Bidder or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Officer listed in the solicitation in writing (email or fax are acceptable) by filing a notice of protest within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest must be filed within five (5) working days after filing the notice of protest.

The formal written protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a notice of protest and formal written protest within the time-frames specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

- (a) Only a Bidder or offeror whose bid or proposal is timely received and fully complies with all terms and conditions of the bid or proposal may protest an award.
- (b) The formal written protest shall state in detail the specific facts and laws or ordinances upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with the protest process pursuant to this section shall be the sole responsibility of the protesting party.

All protests shall be reviewed and evaluated administratively and a decision, in writing shall be forwarded to the protesting party within ten (10) working days of receipt of the formal written protest. If the protesting party does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days of receipt of the administrative decision. The appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the

protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

**43. Confidential and/or Proprietary Information**

In accordance with Section 119.07(1)(a), Florida Statutes as amended from time to time and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Bidders are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

**44. Anti-Discrimination**

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

**45. Default**

**45.1 Termination for Cause**

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the

Contractor, terminate this contract effective immediately. In the event of such termination, the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of re-procurement and cover.

**Procedures:**

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and
- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

**45.2 Termination for Default**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

**45.3 Termination for Convenience of City**

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

**46. Antitrust Violations; Denial or Revocation of the Right to Transact Business with Public Entities; Denial of Economic Benefits**

Pursuant to Section 287.137, *Florida Statutes*, effective July 1, 2021 a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. A finding that a person or affiliate was on the antitrust violator vendor list prior to entering this Agreement will be cause to terminate this Agreement at the option of the City.

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**SECTION II  
SPECIAL TERMS AND CONDITIONS**

**1. Point of Contact**

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Administrator, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this bid or for additional information shall be submitted in writing by mail, or email, and directed as follows:

Submit to: Asha Benjamin, Procurement Analyst  
Email: [abenjamin@coconutcreek.net](mailto:abenjamin@coconutcreek.net)

All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

**2. Eligibility of Bidders**

To be eligible to respond to this IFB, the bidding firm must have at least (5) five years of experience in the USA performing the scope of work outlined within this document.

**3. Licenses**

Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended. Bidder shall include copies of licenses with bid.

**4. Bid Submission**

4.1 Bidder shall use the electronic eBid System to submit a response. **The bid shall be signed by a representative who is authorized to contractually bind the bidding entity. Bidder shall upload the response as one (1) file to the eBid System.** The maximum file size is 100 MB, however, that maximum applies to each file, not the Bid itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.

4.2 Bidder's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.

4.3 All blanks on the Bid form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile bids will not be accepted.

4.4 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.

4.5 Bidders shall confine their bids to the project in its entirety. Partial bids will not be considered. Bids will not be accepted from anyone obtaining the documents from any other source. Each Bidder shall submit with this bid evidence that he is licensed to perform the work and services or qualified by examination to be so licensed.

- 4.6 All bids received from Bidders in response to the IFB will become the property of City and will not be returned to the Bidders. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 4.7 As the best interest of the City may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. The City will determine which Bidders are “responsible and responsive”.
- 4.8 Only one (1) bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Bidder is interested in more than one (1) bid for work contemplated; all bids in which such a Bidder is interested will be rejected. Bidder by submitting this bid certifies that this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

**5. Price**

Bidder will quote a firm, fixed price for the items listed on Section III, Detailed Specifications and should submit prices electronically through the eBid System “Line Items” tab. All bid prices proposed by the Bidder shall remain fixed and firm for a period of ninety (90) calendar days from the dated of bid opening unless otherwise stated by the City. All pricing MUST include delivery and be quoted F.O.B. Destination.

**6. Estimated Quantities/Warranties of Usage**

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder’s bid to meet additional or reduced requirements of the City.

**7. Changes in Quantities**

The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.

**8. Additional Items/Duties**

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**9. Risk of Loss**

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the completion of the project and inspection and acceptance of the project by the City.

**10. No Exclusive Contract/Additional Services**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**11. Schedule of Events**

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

<b>Event</b>	<b>Date</b>
IFB Available	Sunday, March 27, 2022
Mandatory Pre-Bid Meeting	N/A
Last Date of Receipt of Questions (5:00 p.m. EST)	Wednesday, April 6, 2022
Addendum Release (if required)	Thursday, April 7, 2022
Bid Due Date (11:00 a.m. EST)	Wednesday, April 13, 2022
Compliance Review	April 14 – 21, 2022
Commission Award of Contract	Thursday, May 12, 2022

**12. Method of Award**

- 12.1 The City will determine which Bidders are “responsible and responsive”, quoting the lowest price for the items indicated on the Bid Schedule. Award may be by group or item, whichever is determined to be in the best interest of the City.
- 12.2 The City reserves the right to waive minor variations in the specifications and bidding process. The City further reserves the right to accept or reject and/or all bids to award or not to award a contract based on this bid.
- 12.3 A recommendation will be presented to the City Commission, based on lowest responsible and responsive bid which conforms to all requirements and whose evaluation by the City indicates to the City that the award will be in the best interest of the City. The City is the sole judge in evaluation considerations.
- 12.4 If, at the time this contract is to be awarded, the total of the lowest acceptable bid(s) exceeds the funds then estimated by the City as available, the City may reject all bids, any part of the bids, or take such other action as best services the City’s interest.
- 12.5 All Bidders will be notified in writing when the City Commission makes an award recommendation. The Contract award, if any, shall be made to the Bidder whose bid shall be deemed by the City Commission to be in the best interest of the City. The City Commission’s decision of whether to make the award is in the best interest of the City and shall be final.

**13. Contract Term**

- 13.1 The initial contract period shall be for three (3) years. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Bidder shall give written notice to the City no less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 13.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s)

in effect when the City invokes this extension clause.

**14. Cost Adjustments**

14.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment **only** if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

14.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

**15. Cleaning Up**

The Successful Bidder at all times shall keep City premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery, and surplus materials and provide final cleaning and return the space to a condition suitable for use by the City.

**16. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including fire, flood, explosion, strikes, or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage or any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period of excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**17. Warranties**

**17.1 Warranty of Title**

The Successful Bidder warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

**17.2 Warranty of Specifications**

The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted.

**17.3 Warranty of Merchantability**

The Successful Bidder warrants that the goods to be supplied pursuant to the contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

**17.4 Warranty of Material and Workmanship**

The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Successful Bidder shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Successful Bidder a written acceptance of such condition.

17.5 The Successful Bidder warrants to the City that it will comply with all applicable federal, state, and local laws, regulations and orders in carrying out its obligations under the contract.

17.6 The Successful Bidder warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

17.7 The Successful Bidder warrants to the City that the consummation of the work provided for in the contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

17.8 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

17.9 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the City and the successors and assigns of the City.

**18. Insurance Requirements**

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Purchasing and Contracts Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Bidder and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

**18.1 Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000 each accident.

**18.2 General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

**18.3 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

**18.4 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek  
Attn: Risk Manager  
4800 West Copans Road  
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Bidders Bid Package. If Bidder is successful Bidder, then prior to commencement of Contract, Bidder must submit revised Certificate of Insurance **naming the City of Coconut Creek as additional insured for all liability policies.**

#### **18.5 Insurance Company and Agent**

All insurance policies herein required of the Successful Bidder shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

#### **19. Payment and Taxes**

Payment to the Successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the Successful Bidder. If Successful Bidder can only deliver when available, the City will make payment on those that have been received and accepted by the City.

The City is exempt from Federal Excise and State Tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees if applicable.

#### **20. Scrutinized Companies pursuant to Section 287.135 and 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is

discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Company understands and agrees that pursuant to Sections 287.135 and 287.473, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the City to terminate this Agreement at the option of the City.

**21. Trade Secret**

Any material submitted to City that Contractor or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to City for records designated by Contractor, or Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor, or Consultant, as applicable. Contractor or Consultant shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

**22. VISA Purchasing Card (P-Card) Program**

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, and deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of the bid. Vendors are not to add notations such as "+3% service fee" in their bid response. All bid responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

**SECTION III - DETAILED SPECIFICATIONS**

**1. General**

The City of Coconut Creek is seeking Bids from experienced and qualified Contractors to provide pressure cleaning services to include, but not be limited to, curbs and gutters, medians and associated pavers, sidewalks, and barrel roof tiles for the specified facilities located in Coconut Creek along Coconut Creek, Broward County, and State of Florida right-of-ways. Services shall comply with the listed scope of work. The Successful Contractor and City will agree upon a reasonable schedule to perform the work, taking into consideration activities in the community including road work, special events, and other issues that may arise.

It is highly recommended that potential Contractors familiarize themselves with the specified routes and locations to obtain more details on the services prior to submission of a proposal.

**2. Definitions**

*Boardwalk:* A path or trail for pedestrians made from wood, composite, or plastic lumber.

*Curb/Curbing:* A raised edge, raised edge with gutter, or gutter made of concrete that borders a roadway, swale, median, sidewalk, or landscape bed.

*Maintenance of Traffic (MOT):* The process of providing work zone safety along a roadway with the use of approved traffic control devices including but not limited to cones, barricades, warning signs, arrow boards, flaggers, etc. in a manner approved by the government entity with jurisdiction.

*Median:* The area that separates opposing lanes of traffic on divided roadways and parking spaces/aisles within parking lots. These areas may or may not contain curbing, concrete, brick pavers, or asphalt.

*Paver:* a paving stone, tile, brick or brick-like piece of concrete commonly used as a decorative exterior surface.

*Sealer/Sealant:* A clear material that is used to form a protective coating on a porous surface.

*Sidewalk/Walkway:* A paved path or trail for pedestrians made from concrete or asphalt. Sidewalks/walkways can be adjacent to a roadway or building, or within a park or office complex, or along a trail way and are typically between 4' and 15' wide.

*Wheel Stop:* A barrier typically made from concrete, recycled plastic, or hard rubber placed at one end of a parking space to prevent a vehicle from moving forward beyond the parking space.

**3. Supervision**

The Contractor shall provide proper supervision of staff including having a designated supervisor on all work sites at all times. He will be solely responsible for the means, methods, techniques, sequences and procedures. The Contractor will employ and maintain a qualified supervisor at the work site who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. Supervisors shall be present on each site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the supervisor shall be mailed to the Contractor's home office).

Supervisors shall be capable of communicating with Contract Administrator in English at all times at every site.

All CONTRACTOR personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business within the City. The City

reserves the right to have CONTRACTOR permanently remove (from servicing the City) any of CONTRACTOR'S personnel that, in the opinion of the City, are not maintaining a professional, courteous and responsible demeanor at all times.

**4. Safety, Traffic Control, and Protection**

The Contractor shall exercise the greatest of caution and care in servicing each site so as not to be or create a hazard which may affect the health, safety and welfare of users of the site or those surrounding, abutting or passing, and so as not to cause or inflict damage to any portion of the site and the area abutting and surrounding. The Contractor shall be responsible for all damages to persons and/or property occurring in the course of or resulting from his work, and shall be responsible for all repair, restoration, replacement and/or restitution for said damages at the Contractor's sole expense.

Contractor shall adhere to all applicable OSHA Standards while performing work within the City. In addition, the following safety requirements shall apply to any work performed under this Agreement:

Federal, State and Local environmental regulations shall be followed to minimize the possibility of air, water and soil contamination or other undesirable results. Additionally, all work in public right-of-ways shall be performed in accordance with a Florida Department of Transportation, Broward County and/or City approved maintenance of traffic (MOT) plan. The costs related to any and all materials required for said traffic regulation shall be included. Access and passage by all vehicular and pedestrian traffic shall be maintained while work under this Agreement is being performed.

Bidder shall have staff that is directly responsible for placement of work zone traffic control devices for minor work zone setups that include any of the activities required in the Scope of Services.

No work shall be allowed until approved traffic controls are in place. The Successful Bidder shall not be allowed to work until all controls are found to be in compliance and equipment is secured properly.

All workers must wear an ANSI approved Class I, II, or III high visibility lime green or orange safety vest when conducting maintenance operations within public rights-of-way and medians. All workers performing overhead maintenance operations shall wear hard hats conforming to ANSI Z89.1 standards. Use of hard hats shall be mandatory when performing tree pruning operations.

All temporary traffic control devices and signage shall be set in accordance with an approved MOT plan and shall be in strict conformance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation (USDOT).

**5. Vehicles and Equipment**

Contractor, at its sole cost and expense, shall furnish and maintain all vehicles and equipment as is considered reasonably necessary to perform the work in an acceptable manner to the City and at a satisfactory rate of progress. The vehicles and equipment shall be maintained in a safe and efficient working condition throughout the term of the Contract and any renewal period. Contractor shall establish a regular preventative maintenance program for all equipment and shall maintain records of preventative maintenance and other maintenance repairs to the equipment. Contractor shall be responsible for initiating, maintaining and supervising all maintenance programs, safety precautions and programs, in connection with the work

and services performed hereunder. Contractor shall establish reasonable procedures and programs to prevent property loss or damage and/or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby.

All maintenance vehicles shall be equipped with full functioning and visible rotating/strobe lights that shall be utilized at all times while conducting maintenance operations within the right-of-way. All vehicles shall be appropriately and visibly marked with the company name and phone number.

All vehicles and equipment which remain stationary within fifteen feet (15') of the roadway edge for two or more minutes shall be coned off with no less than two (2) traffic cones (one at the front traffic side of the vehicle and one at the rear traffic side of the vehicle). The placement and number of cones to be utilized shall be sufficient to provide maximum safety based on the classification of road, speed limit, number of lanes, and in accordance with accepted national standards.

No overnight parking of vehicles on City property without obtaining authorization in writing from the Contract Administrator. No use of vehicles on walkways unless approved by the City.

**6. Hours of Operation and Holidays**

All maintenance shall be performed in accordance with City's approved time schedule, submitted after Notice of Award. The following limitations shall apply, and may only be modified if requested in writing and approved by the Contract Administrator or designee

**7. Responsibility of Contractor**

Contractor shall be held to have examined the areas and premises under consideration and confirm they fully understand the scope of work and the City's needs and satisfies themselves that they are cognizant of all factors related to requirements contained in these contract documents.

**8. Scope of Work**

Contractor shall provide water source, equipment, tools, supplies, maintenance of traffic, permitting, supervision, labor, and etcetera as necessary to perform pressure cleaning services for the City in accordance with the following:

- a. Clean and power wash curbs, medians, sidewalks, boardwalks, roof tiles, and pavers, including sealing of the pavers as directed by the City.
- b. Contractor shall work within a schedule agreed upon with the City that is estimated to be completed throughout the contract period. Contractor shall coordinate work hours and schedules with the City's Contract Administrator or their respective designee.
- c. Appropriate barricades and signage shall be used while working. Areas shall be marked off and signs posted indicating area(s) closed to pedestrian traffic. Signs should indicate that people are working. No facility shall be cut off by the Contractor's activities on a permanent basis. All temporary interruptions of access shall be scheduled, with the concurrence of the parties affected, to hours of least interference. All equipment, apparatus or rope coils on the ground shall also be marked off with cones and signs warning pedestrian and/or traffic. Contractor shall provide all safety signs and cones.
- d. Approved Maintenance of Traffic (MOT) shall be used as needed and approved by the government agency with jurisdiction, such as Broward County, Florida Department of Transportation (FDOT), and the City. If the government entity is other than the City, Contractor shall provide the City with a copy of the approved MOT prior to beginning

work.

- e. Contractor may need to use a cleaning agent to prime or loosen foreign substances. However, the cleaning agent used shall not damage nor destroy landscaping nor any adjacent surfaces. Any area where chemicals are used must be thoroughly washed down upon completion to remove any residual chemical. Adhere to all manufacturers' instructions regarding safety, dilution rates and contact times. Include name of product and MSDS data with proposal response. Cleaning agents must be listed as environmentally safe.
- f. The nozzle pressure should not be so great as to remove grout or cause damage to hardscapes.
- g. The Contractor will preserve and protect all existing vegetation (such as trees, shrubs, plants and grass) on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the Contractor's work. The Contractor shall take care to avoid damage to all painted surfaces, structures, vehicles, and other facilities in the areas of work which are subject to damage during the work. Special care shall be exercised around all existing utilities including, but not limited to electrical floor, base and wall outlets, floor diffusers, lighting and telephones. Any costs for repairs of damage shall be the responsibility of the Contractor. Notify the City's Utilities & Engineering Director, Contract Administrator, or their respective designee immediately of any damage or deterioration of hardscape.
- h. Only water uncontaminated with cleaning agents may flow into surface drains.
- i. City will ensure that the area is clear of all obstructions.
- j. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein at the prices stated in the pricing sheet. The Contractor is required to use its professional experience and best judgment to determine the actual quantities of labor and equipment and materials required to meet the performance specifications found in this contract. Any increase in labor and equipment and materials that may be required to meet the performance specifications shall be at no additional cost to the City. City personnel shall inspect all work prior to acceptance. Any work not meeting the criteria of the City shall be reworked within twenty-four (24) hours of notice. City personnel will use the following standards to evaluate the performance of Contractor:
  - a) Absence of dirt, oil, tar, chewing gum, bird droppings, algae, and any other deposits or film which may be present on the work area.
  - b) Protection of City property.
  - c) Protection of the public and their respective property and safety.
- k. Contractor vehicles and personnel uniforms must be properly identified with Company name and logo. The Contractor shall provide experienced and knowledgeable workers with the equipment necessary to provide the services of this contract. The Contractor shall provide on-site supervision of its employees performing work under this contract who can communicate in English.
- l. Contractor shall be responsible for the collection and disposal of loose trash found in the work areas. Debris removed shall be bagged and disposed of properly.
- m. Should lifting equipment be required for high level cleaning by the Contractor, the equipment must meet OSHA standards and should have the working range necessary to enable cleaning of high surfaces as may be requested for Concrete/Ceramic Roof Tile under this contract.
- n. All equipment shall be OSHA approved, in working condition, and solely at the Contractor's expense. Contractor is responsible for the transportation of such equipment at no additional expense to the City.

- o. Contractor is not permitted to store equipment at the job site without written consent from the City's Contract Administrator or their respective designee.
- p. Contractor may have access to water through a fire hydrant with the use of a hydrant meter. Contractor will be responsible to pay for water used.
- q. Work may be conducted at night. However, an after-hours permit will be required for all work performed at night.

**9. General Use of Chemicals**

- a. All work involving the use of chemicals shall be in compliance with all federal, state and local laws. Application shall be in strict accordance with all governing regulations.
- b. MSDS sheets for all proposed chemicals shall include commercial name, application rates and type of usage and shall be submitted to the City designee for approval at the beginning of this Agreement. No work shall begin until written approval of use is obtained from the City designee.
- c. Chemicals shall be applied when air currents are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.

**10. Locations**

The table below represents the locations considered for pressure cleaning; however, the City reserves the right to add or delete locations as deemed necessary. In such events, the contract price shall be calculated and adjusted in accordance to the pricing sheet.

LOCATION LIST ON NEXT PAGE

10. LOCATIONS
1. Atlantic Blvd - Banks to Turnpike Medians
2. Coconut Creek Pkwy to Turnpike overpass Medians and Sidewalks on Both Sides
3. Banks Road & Coconut Creek Pkwy South (2) Medians
4. Copans Road Turnpike Medians West to Hammocks Blvd
5. Sample Road Turnpike medians West to 441 Medians
6. Wiles Road Turnpike to 441/SR 7 Medians
7. Hillsboro Turnpike to 441/SR 7 Medians
8. Lyons Road Palm Beach County line South to Atlantic Medians
9. State Road 7 Palm Beach South to Cullum Road Medians
10. Pinecreek Greenway 5101 W. Hillsboro Blvd
11. 69th St Greenway from Lyons Road West to end by Utility and Engineering Building
12. Butterfly Greenway Connects to 69th Street Greenway
13. Coral Tree Greenway including (2 medians) by Sample Road and by Lyons Road
14. Country Lakes Greenway
15. Long Pine Greenway North
16. Long Pine Greenway South
17. Cullum Road from 441 to Sample Road Medians
18. Sawgrass Blvd. Median
19. Johnson Road Medians from Lyons Road West to 441
20. Cougar Trail Curbing
21. Winston Park Nature Walkway in Preserve from Hilton to Winston Park
22. Hilton Greenway Hilton Road West to Alexandria Blvd

CONTINUATION LOCATIONS

23. City Hall/Government Complex Public Works and Police Dept. 4800 West Copans Road
24. Lakewood Park 4966 NW 10 <sup>th</sup> Street
25. Cocopoint Park 4870 NW 6 <sup>th</sup> Street
26. Community Center 1100 Lyons Road
27. Fire Station #50 4500 Coconut Creek Parkway
28. Windmill Park 700 Lyons Rd
29. Hosford Park 4422 Coconut Creek Boulevard
30. Sunshine Park 346 Sunshine Drive
31. Donaldson Park 900 NW 43 <sup>rd</sup> Avenue
32. BCC Corner Including Wall
33. Cypress Park 2465 NW 49 <sup>th</sup> Terrace
34. Gerber Park 4715 NW 30 Street
35. Sabal Pines Park 5005 NW 39 Avenue
36. Veterans Park 3550 Lyons Road
37. Winston Park 5201 NW 49 Avenue
38. Hilton Tank Building & Grounds
39. Recreation Complex and Fire Station #94 4455 Sol Press Boulevard
40. Oaktrails Park 4230 NW 74 <sup>th</sup> Street
41. Utilities Engineering Building & Grounds 5295 Johnson Road
42. Copans Road from Sample Road to County Line
43. Lakeside Park 5555 Regency Lakes Boulevard
44. Lakewood East (NW 6th Street, NW 49th Ave, NW 7th Street, NW 8th Street, NW 49th Way, and NW 10th Street)